

Becky Grubbs
In Pro Per
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Reno, Nevada 89503
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Plaintiff, In Pro Per

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JAN 17 2007	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY _____	DEPUTY _____

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BECKY GRUBBS,

CASE NO.

3:07-cv-00030

Plaintiff,

vs.

COMPLAINT AND JURY DEMAND

HARRAH'S ENTERTAINMENT, INC.,
and DOES I-X,

Defendants.

COMES NOW plaintiff, in pro per, and hereby complains of defendants as follows:

Parties, Venue, Jurisdiction and Jury Demand

1. Plaintiff is an adult, competent woman who was previously employed in Nevada by Harrah's Entertainment, Inc. (hereinafter "Harrah's"). Plaintiff has obtained a "Notice of Right to Sue" from the Equal Employment Opportunity Commission. This "Complaint and Jury Demand" is timely filed in accordance therewith. All, or almost all, acts, statements and omissions herein alleged occurred in northern Nevada. All, or almost all, witnesses resided (or resided as of the times the acts, statements and omissions occurred) in northern Nevada. Plaintiff resides in northern Nevada. Plaintiff hereby requests a jury trial relative to all issues so triable.

2. Defendant Harrah's is a corporation, or other entity, which maintains a sizeable business operation, i.e., a casino/restaurant/hotel operation in northern Nevada, where at plaintiff was previously employed and where at the statements, omissions and actions herein alleged occurred. At all relevant times herein mentioned defendant Harrah's employed at least fifteen

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1 persons, on a full-time basis.

2 3. Venue is proper in this Court because the plaintiff resides in northern Nevada; most of
3 the witnesses reside in northern Nevada; and all, or almost all, of the acts, statements and
4 omissions alleged herein occurred in northern Nevada. Venue exists pursuant to Title 28,
5 section 1391(e).

6 4. This Court has subject matter jurisdiction pursuant to Title 28, section 1331 and/or
7 section 1343, as well as Title 42, section 2000e, et seq.

8 5. Doe defendants I-X are persons, corporations, partnerships or other entities which are
9 responsible for plaintiff's injuries or damages. When plaintiff ascertains the correct identities of
10 these defendant(s), she will seek leave of this Court to amend this "Complaint and Jury Demand"
11 so as to name the defendant(s) herein and thereby hold them legally responsible.

12 First Cause of Action

13 (Hostile Work Environment)

14 6. Plaintiff hereby incorporates the allegations of paragraphs 1 through 5, inclusive, as
15 well as all other allegations of the "Complaint and Jury Demand," as though the same were fully
16 stated herein.

17 7. Plaintiff opposed sexual harassment and age discrimination in defendant's workplace
18 and did so by complaining thereof and retaining counsel. In January, 2005, plaintiff entered into
19 a settlement with defendant Harrah's. Pursuant to said settlement defendant agreed to refrain
20 from harassment of plaintiff and to otherwise provide plaintiff with a workplace free of hostility.
21 Plaintiff was induced to enter said settlement based on the provision of only a nominal sum. The
22 primary consideration consisted of defendant's promise to provide plaintiff with a workplace free
23 of hostility. Defendant Harrah's committed fraud in the inducement, i.e., defendant Harrah's did
24 not intend to honor the terms of the settlement. Regardless whether Harrah's actually committed
25 fraud, Harrah's subsequently breached the agreement, i.e., plaintiff need not prove a fraudulent
26 mind-set, as of the date the agreement was entered into in order to allege the causes of action
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1 herein stated.

2 8. In response to plaintiff's opposition to sexual harassment and/or age discrimination,
3 and in breach of the January, 2005 settlement agreement, defendant subjected plaintiff to
4 retaliatory hostility, which although was not intrinsically "sexual" or erotic in character, was
5 motivated by plaintiff's opposition to sexual harassment and/or age discrimination. For instance,
6 plaintiff's work performance was subjected to excessive scrutiny; plaintiff was directly
7 threatened by a Harrah's Human Resources employee, i.e., if plaintiff made any additional
8 complaints "without proof" her employment would be terminated; negative comments and/or
9 observations were memorialized in plaintiff's personnel file; positive notes or letters, written by
10 guests (which would normally have been placed in plaintiff's personnel file pursuant to Harrah's
11 standard practice) were omitted, and plaintiff was thereby deprived of a bonus or bonuses;
12 private medical information re plaintiff was disseminated in defendant's work environment and
13 at least one of defendant's employees subjected plaintiff to derision using such information;
14 plaintiff's work area was reduced; plaintiff was threatened by a managerial employee in the
15 employ of defendant Harrah's; plaintiff was denied a favorable schedule; and plaintiff was
16 subjected to other forms of hostility and adverse actions.

17 9. Any diminution or deficiency in plaintiff's work performance was the proximate result
18 of the illegal and actionable hostility directed at plaintiff, and/or the sexual harassment/age
19 discrimination plaintiff was subjected to.

20 10. As a direct and proximate result of being subjected to actionable hostility, as
21 described above, plaintiff suffered emotional distress, lost wages and/or income, feelings of
22 humiliation and anger, and loss of enjoyment of life. It has been necessary for plaintiff to incur
23 costs in order to attempt to vindicate her federally protected right to a workplace free of sexual
24 harassment and retaliatory harassment.

25 11. As a further direct and proximate result plaintiff suffered a constructive/wrongful
26 discharge, which occurred on May 22, 2006. Plaintiff sustained loss of wages and benefits as a
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1 result.

2 12. The January, 2005, settlement should be regarded as a nullity, i.e., it should be
3 rescinded. Plaintiff hereby offers to return the nominal sum paid by defendant Harrah's and asks
4 this Court to rescind the settlement. Plaintiff alleges the agreement was obtained by fraud, i.e.,
5 defendant Harrah's never intended to honor the agreement and used the agreement as a ploy to
6 attempt to limit its liability. Plaintiff hereby requests compensation for the underlying sexual
7 harassment and age discrimination and alleges the retaliatory hostility to which she was
8 subjected, and which is alleged herein, is part of a continuing course of conduct. As a result of
9 being subjected to the harassment and/or retaliation herein alleged plaintiff was injured and
10 damaged as described herein. Defendant Harrah's waived any limitations defenses, as well as
11 any other procedural defenses, and is estopped from asserting such based on the fact Harrah's
12 misled plaintiff into believing she had resolved her claim of harassment via the 2005 settlement
13 and had thereby secured a work environment free of actionable hostility and discrimination.

14 Second Cause of Action

15 (Retaliation)

16 13. Plaintiff hereby incorporates and re-alleges the allegations of paragraphs 1 through
17 12, inclusive, as though the same were fully stated herein.

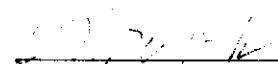
18 14. Some of the actions taken against plaintiff, e.g., the reduction of plaintiff's work area
19 (which caused a diminution in plaintiff's income by diminishing the amount of money plaintiff
20 earned in tips), constituted retaliation, as prohibited by section 704 of the 1964 Civil Rights Act,
21 as well as constituting retaliation linked to plaintiff's opposition to age discrimination. The
22 threats plaintiff was subjected to contributed both to the existence of an actionable, hostile work
23 environment, and also constituted retaliation. Furthermore, the transmutation of erotic, or sexual
24 hostility, into facially neutral hostility, and the creation and maintenance of a work environment
25 permeated with retaliatory hostility was itself an act of retaliation. The constructive/wrongful
26 discharge which plaintiff suffered constituted retaliation.

1 15. As a direct and proximate result of being subjected to retaliation, plaintiff was
2 injured and was damaged as described herein.

3 WHEREFORE, plaintiff requests relief as follows:

- 4 1. For awards of compensatory damages;
- 5 2. For an award of punitive damages;
- 6 3. For special, or economic damages according to proof;
- 7 4. For an award of attorney's fees in the event plaintiff obtains counsel; and
- 8 5. For further relief, such as the Court or jury may deem just and proper, including for
9 instance, an award of injunctive relief to compel the defendant to adopt and actually enforce a
10 reasonable policy against retaliatory hostility and retaliation – and the appointment of a Court
11 Master to oversee the enforcement of injunctive relief.

12 DATED this 13 day of January, 2007.

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15 BECKY GRUBBS
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